

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 12/31/2019

FROM (DEPARTMENT): General Services, Real Estate Services Division

CONTACT PERSON: Mark Lopez PHONE: (213) 922-8542

CONTRACT NO.: C-126951 COUNCIL FILE NO.: 18-0933

ADOPTED BY COUNCIL: 10/31/2018

DATE

APPROVED BY BPW: _____

DATE

CONTRACTOR NAME: CBRE, INC

- NEW CONTRACT
- AMENDMENT NO. 5
- ADDENDUM NO. _____
- SUPPLEMENTAL NO. _____
- CHANGE ORDER NO. _____

TERM OF CONTRACT: 01/01/2020 THROUGH: 06/30/2020

TOTAL AMOUNT: \$23,620,000

PURPOSE OF CONTRACT:

Provide project management services for the design and construction of office space at 201 and 221 North Figueroa Street (201/221 Final Restack); and space assignments and tenant improvements.

**FIFTH AMENDMENT TO AGREEMENT NUMBER C-126951
OF CITY CONTRACTS BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
AND
CBRE, INC**

This Fifth Amendment is made and entered into by and between the CITY of Los Angeles, a municipal corporation (herein referred to as the "CITY"), acting by and through its Department of General Services (hereinafter interchangeably referred to as "GSD" or "Department") and CBRE, Inc., a Delaware Corporation (hereinafter referred to as the "Contractor"). City and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the City and the Contractor entered into Agreement Number C-126951 on January 11, 2016 in the amount of \$16 Million, in which Contractor agreed to provide project management services for the design and construction of office space at 201 and 221 North Figueroa Street (201/221 Final Restack); and

WHEREAS, on September 23, 2016, the City Council of the City of Los Angeles adopted the recommendations of the Entertainment and Facilities Council Committee dated September 13, 2016 for the First Amendment for Space Assignments and Tenant Improvements of the 1st floor of the 221 Tower the remodeling and reconfiguration of the 1st floor restrooms in order to create public access to the facility; and

WHEREAS, the September 23, 2016 action of the City Council of the City of Los Angeles increased the contract ceiling amount by \$500,000 for a revised contract limit of \$16.5 Million; and

WHEREAS, on June 27, 2017, the City Council of the City of Los Angeles adopted the recommendations of the Entertainment and Facilities Council Committee dated June 13, 2017 for the Second Amendment approving Space Assignments and Tenant Improvements for the Bureau of Engineering, Bureau of Sanitation, Los Angeles Fire Department, and the Housing and Community Investment Department in the 201 Tower of Figueroa Plaza, and for Department of City Planning, and the Housing and Community Investment Department in the 221 Tower of Figueroa Plaza; and

WHEREAS, the June 27, 2017 action of the City Council of the City of Los Angeles increased the contract ceiling amount by \$4,000,000 for a revised contract limit of \$20.5 Million; and

WHEREAS, on October 18, 2017, the City Council of the City of Los Angeles adopted the recommendations of the Information, Technology, and General Services Committee dated October 10, 2017 for the Third Amendment approving the Space Assignments and Tenant Improvements for the Department of Cannabis Regulation in Suite 1220 on the 12th Floor of the 221 Tower of Figueroa Plaza; and

WHEREAS, the October 18, 2017 action of the City Council of the City of Los Angeles increased the contract ceiling amount by \$500,000 for a revised contract limit of \$21 Million; and

WHEREAS, on October 24, 2018, the City Council of the City of Los Angeles adopted the recommendations of the Information, Technology, and General Services Committee dated October 9, 2018 for the Fourth Amendment amending space assignments for BOE, LAFD, and BOS and increasing the contract ceiling to \$23.62 Million; and

WHEREAS, Section 5 – Period of Performance of the Fourth Amendment specifies an expiration date of December 31, 2019 and provides that the term of the contract may be extended an additional six (6) months thereafter; and

WHEREAS, on October 31, 2019, the Municipal Facilities Committee amended space assignments within suites 201 Tower of Figueroa Plaza, requiring development of new space plans and additional construction activities; and

WHEREAS, the construction period is anticipated to go beyond December 31, 2019;

NOW, THEREFORE, CITY and CONTRACTOR hereby agree to amend Contract No. C-126951 as follows:

I. Section 5.1 – Term of Contract is hereby amended in its entirety and shall now read as follows:

The term of this Fifth Amendment shall commence on the effective date of the Contract and end June 30, 2020.

All other terms and conditions of the Original Contract No. C-126951, not expressly changed by this Fifth Amendment shall remain in full force and effect.

INCORPORATION OF DOCUMENTS

This contract, the First, Second, Third, Fourth, and Fifth Amendments and incorporated documents represent the entire integrated agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. The following Documents are incorporated and made a part hereof by reference:

- Exhibit 1 Standard Provisions of City Contracts (Rev. 10/17) [v.3]
- Exhibit 2 Council Action (October 24, 2018)
- Exhibit 3 MFC Approval Document (October 31, 2019)

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, this Amendment has been executed by the Department of General Services and by the CONTRACTOR, on the dates indicated.

CITY OF LOS ANGELES
a municipal corporation acting by and
through its Department of General Services

By *Valerie M. Royster*
TONY M. ROYSTER
General Manager
Department of General Services

Date: 12/30/19

FOR CBRE, INC.

By *Michael Ruppert*
MICHAEL RUPPERT
Managing Director
CBRE, Inc., LP

Date: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By *KM*
Kimberly Miera
Deputy City Attorney

Date: 12/30/19

ATTESTED
HOLLY L. WOLCOTT, City Clerk

By *Holly Wolcott - Deputy*
Date: 12/31/19

Council File No.: 18-0933

Contractor's Los Angeles Business Tax Registration No.: 996509

Contract No.: C-126951-5





IN WITNESS THEREOF, this Amendment has been executed by the Department of General Services and by the CONTRACTOR, on the dates indicated.

CITY OF LOS ANGELES
a municipal corporation acting by and
through its Department of General Services

By _____
TONY M. ROYSTER
General Manager
Department of General Services

Date: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By _____
Kimberly Miera
Deputy City Attorney

Date: 12/16/19

Council File No.: 18-0933

Contractor's Los Angeles Business Tax Registration No.: 996509

Contract No.: C-126951-5

FOR CBRE, INC.

By _____
MICHAEL RUPPERT DIANA WYANT
Assoc. Managing Director
CBRE, Inc., LP

Date: 12/27/19

ATTESTED
HOLLY L. WOLCOTT, City Clerk

By _____

Date: _____

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.
- CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.
- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
Workers' Compensation (WC) and Employer's Liability (EL)	
_____	WC <u>Statutory</u>
_____	EL _____
<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
General Liability _____	
_____	_____
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct _____ <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____	
Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) _____	
Professional Liability (Errors and Omissions) _____	
Discovery Period _____ _____	
Property Insurance (to cover replacement cost of building - as determined by insurance company) _____	
_____	_____
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake	
Pollution Liability _____	
_____	_____
Surety Bonds - Performance and Payment (Labor and Materials) Bonds _____	
Crime Insurance _____	
Other: _____ _____ _____	

HOLLY L. WOLCOTT
CITY CLERK

SHANNON D. HOPPES
EXECUTIVE OFFICER

When making inquiries relative to
this matter, please refer to the
Council File No.: **18-0933**

City of Los Angeles
CALIFORNIA



ERIC GARCETTI
MAYOR

**OFFICE OF THE
CITY CLERK**

Council and Public Services Division
200 N. SPRING STREET, ROOM 395
LOS ANGELES, CA 90012
GENERAL INFORMATION - (213) 978-1133
FAX: (213) 978-1040

PATRICE Y. LATTIMORE
ACTING DIVISION MANAGER

CLERK.LACITY.ORG

OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

October 26, 2018

Council File No.: **18-0933**

Council Meeting Date: October 24, 2018

Agenda Item No.: 8

Agenda Description: INFORMATION, TECHNOLOGY, AND GENERAL SERVICES COMMITTEE REPORT relative to the Fourth Amendment to Contract No. C-126951 with CBRE, Inc. for the Towers of Figueroa Plaza located at 201 and 221 North Figueroa Street.

Council Action: INFORMATION, TECHNOLOGY, AND GENERAL SERVICES COMMITTEE REPORT - ADOPTED

Council Vote:

YES BLUMENFIELD
ABSENT BONIN
YES BUSCAINO
YES CEDILLO
YES ENGLANDER

YES HARRIS-DAWSON
ABSENT HUIZAR
YES KORETZ
ABSENT KREKORIAN
ABSENT MARTINEZ

YES O'FARRELL
YES PRICE
YES RODRIGUEZ
YES RYU
YES WESSON

Holly L. Wolcott

HOLLY L. WOLCOTT
CITY CLERK

Pursuant to Charter/Los Angeles Administrative Code Section(s): 341

FILE SENT TO MAYOR:

10/26/2018

LAST DAY FOR MAYOR TO ACT:

11/05/2018

✓

APPROVED

*DISAPPROVED

*VETO

EG

Mayor

10/31/2018

DATE SIGNED

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

0220-05662-0000

Date:

To: The Municipal Facilities Committee

From: CAO Staff

Subject: SPACE ASSIGNMENTS AT CITY OWNED FACILITIES FOR THE OFFICE OF THE CITY ATTORNEY, DEPARTMENT OF DISABILITY, AND DEPARTMENT OF CULTURAL AFFAIRS, ALONG WITH PRELIMINARY COST ESTIMATES

SUMMARY

This report provides recommendations for space assignments and available funding for associated tenant improvements for office space available within the 201 Figueroa Street Tower and the newly acquired MEND building that is located at 13460 Van Nuys Boulevard. There is additional discussion of open space requests for the Department of City Planning and the Department of Building and Safety at the Marvin Braude Constituent Services Center located at 6262 Van Nuys Boulevard.

RECOMMENDATION

That the Municipal Facilities Committee approve the following assignment of office space for the Office of the City Attorney (City Attorney), Department of Cultural Affairs (DCA), and the Department of Disability (DOD), and instruct the Department of General Services to proceed with space planning activities needed to finalize the estimated cost of associated tenant improvements, and report on the final stacking plan and project budgets as part of a future report:

Department (Program)	Current Location	Proposed Space Assignment (and Reconfiguration of Existing Space)	Square Feet
City Attorney - Board of Rights	City Hall East	• Suite 770 - 201 Tower, 7 th floor (proposed co-location with DCA)	4,712 (estimate)
City Attorney – North Valley Branch	Marvin Braude	• MEND Building – 2nd floor	up to 8,905
DCA	Suite 1400 - 201 Tower, 14 th floor	• (Reconfigure DCA existing space). • Tentative assignment: Suite 770	1,570 (estimate)
DOD	Suite 100 - 201 Tower, 1st floor	• 1 st Floor Conference Room, 201 Tower	1,436

FISCAL IMPACT

There is no additional impact on the General Fund anticipated at this time, as there is sufficient funding available within the Capital Improvement Expenditure Program (CIEP) Space Optimization line item to fund the projected cost of tenant improvements associated with the recommended space assignments, along with any reimbursement available from Special Fund source and Departmental operational savings.

DISCUSSION

This report provides recommendations to address Departmental requests for additional office workstations through the assignment of new space and/or the reconfiguration of existing space for the Office of the City Attorney (City Attorney), Department of Cultural Affairs (DCA) and Department of Disability (DOD), within the 201 North Figueroa Street Tower (201 Tower) and the MEND Building located in Council District 7. Additionally, this report recommends the rescission of a prior space assignment to the Housing and Community Investment Department (HCID) at the Department's request and also provides an overview of pending space requests for multiple City departments at the Marvin Braude Constituent Services Center (Braude CSC).

I Rescission of Prior Space Assignment – HCID

At its meeting held on May 25, 2017, the Municipal Facilities Committee (MFC) approved a space assignment for HCID to relocate the Department's East Regional Office (ERO) staff from a leased facility to City owned space in Suite 770 of the 201 Tower. However, HCID later determined the Figueroa Plaza space did not provide sufficient parking capacity to facilitate ERO operations. HCID advises that the majority of its ERO staff are classified as Inspectors, and have workloads that are measured by their mileage. Since the ERO staff would not generally qualify for parking under the established terms of the Downtown Parking MOU, the relocation to Figueroa Plaza would impose a hardship that directly impacts ERO operations.

In August 2019, the HCID provided notice to the CAO that the Department could not proceed with the relocation to the 201 Tower. Staff recommends formally rescinding the prior space assignment so that this space can be reassigned to meet other City space needs as recommended through this report. HCID will continue to work with the Department of General Services (GSD) to identify a suitable relocation option for HCID's ERO staff, which would be presented for consideration as part of a future report.

II Recommended Space Assignment and Estimated Cost of Tenant Improvements

GSD requires additional programming information to finalize test fits along with the estimated cost of tenant improvements for space assignments recommended through this report, as discussed below. Based on information available at this time, the chart below provides a summary of cost projections, committed funds and future funding commitments.

Department	Location	Preliminary Cost Estimate:	Pending Commitments **	Future Commitments ***
City Attorney - Board of Rights	Suite 770, 201 Tower*	\$700,000	\$150,000	\$550,000
DCA	Suite 770, 201 Tower*	120,000	100,000	20,000
DOD	1 st floor conference room, 201 Tower	88,000	100,000	(22,000)
City Attorney -	2 nd floor, MEND Building	TBD	700,000	TBD
Totals:		\$ 908,000	\$1,050,000	\$ 548,000

- * Proposed co-location of space.
- ** Reflects funding allocations recommended as part of the 2019-20 Second Construction Projects Report (CPR) that is currently pending Council approval (C.F 19-0926-S1).
- *** There is sufficient funding available within the CIEP Space Optimization line item to address projected costs for space improvements within the 201 Tower that will be committed through future CPRs. Based on the final cost estimate for the MEND building, staff will work to address the most critical needs within the remaining balance of funds available.

A. City Attorney – Board of Rights

On January 20, 2017, Council approved a Motion that granted police officers accused of misconduct the option of having their cases heard by a civilian Board of Rights panel (C.F. 17-0071-S1) that would include staff from the Office of the City Attorney to serve as advocates. The City Attorney's implementation plan includes a request for offices and hearing rooms for this new Advocate Section to be located at 201 Tower. The City Attorney has requested office space to co-locate eight staff assigned to the Board of Rights with LAPD's Professional Standard Bureau to achieve cost and operational efficiencies. Staff recommends assigning a portion of Suite 770 in the 201 Tower to City Attorney given its proximity with LAPD's Professional Standards Bureau, which is subject to the rescission of a prior space assignment, as discussed in the preceding section of this report. This unit would also be able to utilize the onsite conference room center.

Based on a rough test fit, it may be possible to co-locate City Attorney's Board of Rights staff with a portion of DCA's staff in the same suite that has a total space availability of 6,282 square feet that would be separated by a demising wall. Staff recommends a space assignment for City Attorney to occupy approximately 75 percent of the available space (4,712 s.f.) in Suite 770 of the 201 Tower, with a tentative space assignment for DCA to occupy the remaining space (up to 1,570 s.f.). Additional programming information is needed for GSD to confirm the space dimensions required for both units and to finalize the estimated cost of tenant improvements. Based on a rough order of magnitude (ROM), the projected cost of tenant improvements and code updates for the entire suite is estimated as \$700,000, that is recommended for commitment on the project through the 2019-20 Second CPR that is currently pending Council approval (C.F. 19-0926-S1).

B. Department of Cultural Affairs (DCA)

The DCA has requested additional work space for a total of nine positions that includes four currently vacant positions and five new position authorities that are currently unfilled. GSD has developed options for converting DCA's existing space within the 201 Tower that would include conversion of the Department's main conference room and provide up to six additional workstations. However, additional space would be required to provide the remaining three workstations needed and DCA has also indicated a preference to retain their conference room space.

The only potential space available at the Figueroa Plaza would require co-location of DCA staff within the 770 Suite of the 201 Tower that is currently recommended for assignment

to City Attorney as part of this report (refer to item II.A. above). Based on a preliminary space study, GSD believes there is sufficient space to co-locate the two departments with a demising wall to provide each Department with separate work space. There is a total availability of 6,282 square feet of space in Suite 770, and GSD estimates the City Attorney requires approximately 75 percent of the space with DCA tentatively proposed to occupy the remaining space of up to 1,571 square feet. However, GSD needs additional time to review detailed programming information to complete a test fit for City Attorney in order to confirm whether there is sufficient space available for use by DCA. GSD estimates tenant improvement costs of up to \$120,000 for a partial reconfiguration of DCA existing space and minor improvements to the 770 Suite if there is sufficient space remaining. There is currently \$100,000 in CIEP funds recommended for this project as part of the 2019-20 Second CPR, with additional funding to be transferred in a future CPR once the space programming and budget estimates are finalized.

C. Department of Disability (DOD)

The DOD has requested the assignment and conversion of 1,436 square feet of additional space available in the first floor conference room that is adjacent to DOD's current space in Suite 100 of the 201 Tower. Additionally, DOD is requesting authority to deviate from City Space Standards. DOD has been authorized to increase its full-time staffing by 16, from 13 to 29 employees. DOD has worked with GSD to evaluate the proposed reconfiguration of space that would include standard offices and workstations for the Department's full-time staff, along with the requested space deviation for part-time staff and interns.

The space deviation requests submitted by DOD is provided as Attachment 1, which outlines the Department's justification for reducing two workstations from 8x8 cubicle dimensions to four 3x7 workstations for use by student interns, senior volunteers and part-time workers assigned temporarily to the Department through the City's Light Duty Worker Program. GSD has provided a preliminary ROM cost estimate of \$88,000. There is currently \$100,000 in CIEP funds recommended for this project as part of the 2019-20 Second CPR, with any funding adjustments to this amount to be addressed through a future CPR.

D. MEND Building – Office of the City Attorney (City Attorney)

The MEND Building is a recently acquired City property located at 13460 Van Nuys Boulevard, in Council District 7. The Council Office has been working with GSD and the Office of the City Administrative Officer to consider various programming options for occupation of the building. At this time, the Council Office supports assigning up to 8,905 square feet of space to the City Attorney on the second floor of the Mend Building as recommended through this report. However, additional time is needed for GSD to complete test fits and finalize the cost estimated for required tenant improvements. A preliminary allocation of \$700,000 in CIEP funds is recommended for this project as part of the 2019-20 Second CPR. Staff will provide updates on the stacking plan for this facility and estimates for associated costs as part of a future report.

III. Open Space Requests - Marvin Braude Constituent Services Center (CSC)

The Braude CSC houses one of the City's Development Services Centers, with multiple co-located Departments assigned to the facility to maximize efficiencies and improve customer service in the building and planning development process. In a letter dated September 26, 2017, the Department of Building and Safety, City Planning, and the Los Angeles Fire Department (LAFD) indicated a need for additional workspace within the facility to accommodate the increase in the number of programs, staff, services and customer transactions at this location (LAFD recently retracted its space request for this location).

Staff has been unable to address this space request since there is no unoccupied office space remaining at the facility. A detailed space study would be required in order to determine the feasibility of developing additional workstations through a reconfiguration of the existing office space and the potential reassignment of space between co-located departments. Alternatively, specific programs may need to be relocated to another City-owned or leased facility. Once final estimates are available for the space assignments recommended through this report, staff will confirm whether there is sufficient funding available to initiate a detailed space study at this facility and report on the recommended next steps as part of a future report.

RHL:BSW:0500056

Attachments:

- 1 - DOD Space Deviation Memo
- 2 - Current Stacking Plan – 201 Figueroa Tower
- 3 – Proposed Stacking Plan – 201 Figueroa Tower

CITY OF LOS ANGELES
INTERDEPARTMENTAL CORRESPONDENCE

Date: September 20, 2019

To: Municipal Facilities Committee

From: Stephen Simon, Executive Director
Department on Disability



Subject: REQUEST FOR SPACE STANDARD DEVIATIONS FOR 201 N FIGUEROA (FIG PLAZA) SUITE 101

The Department on Disability (DOD) respectfully requests authorization for use of the Conference Room 101 adjacent to the entrance to the public counter space in Suite 100 of Fig Plaza. This space is currently being used by the Department of Building and Safety as a temporary storage area while their offices on other floors in the building are undergoing reconfiguration.

As part of this assignment request, DOD is also requesting that the room be reconfigured from a conference room into an office for executive management and seven workstations for full time staff and two workstations for part time staff. DOD is requesting a space standard deviation for the two workstations that will be used by part time staff, as discussed below.

This additional space is needed as DOD has outgrown its current space configuration. The DOD has been authorized to increase its full-time staffing level to 29 employees, and is in the process of hiring additional full-time City employees. The seven workstations that will conform to City space standards will be used by the full-time City employees.

In addition to the full-time City employees, DOD has a number of City employees temporarily assigned to its offices through the City's Light Duty Worker program and continues to provide work experience opportunities for a number of part-time workers (through the Department on Aging's Senior Community Service Employment Program [SCSEP] and college interns). The two workstations for which DOD is requesting space standard deviations will be used by these employees and interns on a rolling basis.

DOD will ensure that there is no overlap in schedules or in use of these workstations. As discussed with the General Services Department (GSD) and the Office of the City Administrative Officer (CAO), these two workstations will be configured to be used at most by four individuals concurrently. In order to accommodate this arrangement, these two workstations will not conform to City space standards.

The proposed modification to the existing conference room would include office space for executive management and workstations for management, administrative support, and part-time staff. As discussed with General Services Department, the existing room will be reconfigured to include two shared workstations, seven cubicles for management and administrative support staff, and one office with conference table (4 part-time positions, 2 Program Aides, 1 Administrative Clerk, 1 Community Program Assistant II, 2 Management Analysts, 1 Senior Project Coordinator, and 1 Assistant Executive Director).

If you have any questions, please contact Jaime H. Pacheco-Orozco at (213) 202-2746 or at jaime.pacheco-orozco@lacity.org.

SS:jhp

FIGUEROA PLAZA - 201 TOWER STACKING PLAN 2018/2019							Floor RSF
16	Suite 1600 LAPD Professional Standards Bureau (PSB) 21,154 RSF Move in 12/9/2016						
15	Suite 1500 LAPD PSB - Internal Affairs Group (IAG) - Administrative Records Section (ARS) 21,154 RSF Move in 12/9/2016						
14	Suite 1400 Cultural Affairs (DCA) 11,327 RSF			Suite 1455 LADBS Residential Property Records 7,477 RSF Move in 2/1/2016			Suite 1460 CBRE 2,350 RSF
13	Suite 1300 City Attorney - Family Violence 13,379 RSF Move in 5/30/2016			Suite 1325 Custodian of Records 3,638 RSF	Suite 1350 Subject Specialty Group 3,418 RSF	Suite 1375 LAFD BHP 718 RSF	21,154 RSF
12	Suite 1200 LAFD Professional Standards 8,184 RSF	Suite 1225 LAFD Homeland Security 5,193 RSF	Suite 1250 Risk Management, Medical Liaison Unit, Fire Facilities 7,560 RSF			Unused Stair 217 RSF Vacant	21,154 RSF
11	Suite 1100 BOE Survey Division 8,136 RSF			Suite 1150 BOE Land Development & GIS Division 12,820 RSF			Unused Stair 199 RSF Vacant
10	Suite 1000 Executive Offices	Suite 1030 DSCM	Suite 1070 Personnel	Suite 1080B Permit and Engineering Bureau Admin. 21,154 RSF		Suite 1080A Board of Commission Office	21,154 RSF
9	Suite 900 Commission Hearing Room/Lobby 3,598 RSF		Suite 920 Training Room 1,128 RSF	Suite 940A Data Center/Comms Room 3,519 RSF	Suite 940 Help Desk 8,390 RSF		Suite 960 Admin. 4,520 RSF
8	Suite 830 Structural Plan Check 5,468 RSF	Suite 880 Regular Plan Check, Building Research Section (BRS) 12,659 RSF			Suite 890 Soft Story Retrofit Unit 2,295 RSF	Suite 899 Shared Kitchen 731 RSF	21,154 RSF
7	Suite 740 LADBS Financial Services 8,268 RSF	Suite 740A Shared Conference Room / Break Room 438 RSF	Suite 740B 611 RSF	Suite 760 A/B Resource MGMT/Admin. Svcs 5,257 RSF	Suite 770 HCIDLA - Code 6,282 RSF Planning in progress	Suite 780 Mail Room 299 RSF	21,154 RSF
6	Suite 600 Human Trafficking Task Force 2,427 RSF	Suite 610 LAPD PSB 8,338 RSF	Suite 650 LAPD Facilities Mgmt. 6,409 RSF	Suite 675 LAPD OMBUDS/FID 2,374 RSF	Suite 690 LAPD Conference Room 1,607 RSF	21,154 RSF	
5	Suite 500 LADBS (Green/Electrical/Mechanical (GEM) Plan Check Division) 12,874 RSF			Suite 525 Department of City Planning 6,171 RSF	Suite 550 LADOT 2,109 RSF	21,154 RSF	
4	Suite 400 - (Open Space) LADBS Counter Plan Check & Services 14,657 RSF			Suite 400 - (Open Space) Department of City Planning 5,742 RSF	CRA/LA 377 RSF	LADOT 377 RSF	21,154 RSF
3	Suite 300 - (Open Space) BOE Central District Office 15,008 RSF Planning in progress			Suite 300 - (Open Space) LADBS Building Standards / Engineering 6,146 RSF			21,154 RSF
2	Suite 200 Permit Case Mgmt Division 2,875 RSF Planning in progress	Suite 210 LAFD Development Services 5,130 RSF Move in 2/16/2016	Suite 280 BOS Watershed Protection 3,886 RSF Planning in progress	Suite 290 BOE Land Development & GIS Division 9,258 RSF Planning in progress			21,149 RSF
1	Suite 100 Department on Disability 6,879 RSF	Suite 101 Shared Conference Room 1,436 RSF	Suite 110 LADBS Express Permits, Records 5,696 RSF	Suite 199 Plaza Cards & Gifts 429 RSF (Exp. 6/30/2023)			14,440 RSF
P1	Suite 103 City Printing Center 608 RSF			Suite 104 515 RSF			1,123 RSF
				Suite 103 City Printing Center 608 RSF			

Tenant	RSF	%
LADBS	126,094 RSF	37.9%
LAPD	63,461 RSF	19.1%
BOE	48,096 RSF	14.4%
LAFD	32,931 RSF	9.9%
City Attorney - Family Violence	13,379 RSF	4.0%
Department of City Planning	12,290 RSF	3.7%
Cultural Affairs (DCA)	11,327 RSF	3.4%
Department on Disability	6,879 RSF	2.1%
HCIDLA	6,282 RSF	1.9%
BOS	3,886 RSF	1.2%
LAFFT	2,487 RSF	0.7%
CBRE	2,350 RSF	0.7%
Conference Center	1,436 RSF	0.4%
City Printing Center	1,123 RSF	0.3%
Plaza Cards & Gifts	429 RSF	0.1%
Vacant	415 RSF	0.1%
	332,866 RSF	100.0%

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12	Suite 1200 LAFD Professional Standards 8,184 RSF	Suite 1225 LAFD Homeland Security 5,193 RSF	Suite 1250 Risk Management, Medical Liaison Unit, Fire Facilities 7,560 RSF <i>Move in 4/2/2016</i>				Unused Stair 217 RSF Vacant	21,154 RSF		
11	Suite 1100 BOE Survey Division 8,136 RSF			Suite 1150 BOE Land Development & GIS Division 12,820 RSF						
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P1					Suite 103 City Printing Center 608 RSF	Suite 104 515 RSF <i>(Exp. 2/28/2023)</i>		1,123 RSF		
								332,865 RSF		